

Fremont Co.

Teamsters #238 (Sheriff)

7/1/2006 6/30/2008



Agreement

Between

**Fremont County, Iowa
Board of Supervisors
(Sheriff's Department)**

and

**Teamsters Local Union 238
affiliated with the International Brotherhood of Teamsters**

**EFFECTIVE:
July 1, 2006 through June 30, 2008**

TABLE ON CONTENTS

		<u>PAGE</u>
	AGREEMENT	- 1-
ARTICLE 1	RECOGNITION	- 1-
ARTICLE 2	SEPARABILITY AND SAVINGS	- 1-
ARTICLE 3	EMPLOYER RIGHTS	- 1-
ARTICLE 4	NO STRIKE-NO LOCKOUT	- 2-
ARTICLE 5	NONDISCRIMINATION IN EMPLOYMENT	- 2-
ARTICLE 6	GRIEVANCE PROCEDURE AND ARBITRATION	- 2-
ARTICLE 7	SENIORITY	- 3-
ARTICLE 8	HOURS OF WORK AND OVERTIME	- 4-
ARTICLE 9	LAYOFF AND RECALL	- 5-
ARTICLE 10	LEAVES OF ABSENCE	- 6-
ARTICLE 11	HOLIDAYS	- 6-
ARTICLE 12	VACATION	- 7-
ARTICLE 13	DUES CHECKOFF INDEMNIFICATION	- 8-
ARTICLE 14	CLOTHING ALLOWANCE	- 9-
ARTICLE 15	EYEGLASSES	- 9-
ARTICLE 16	WAGES	- 9-
ARTICLE 17	INSURANCE	-10-
ARTICLE 18	DURATION OF AGREEMENT	-11-

AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2006, by and between the FREMONT COUNTY, IOWA BOARD OF SUPERVISORS, hereinafter referred to as the "Employer", and TEAMSTERS LOCAL UNION NO. 238, affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

ARTICLE 1 RECOGNITION

The Employer hereby recognized the Union as the exclusive bargaining representative for all:

INCLUDED: All regular full-time employees of the Fremont County Sheriff's Department, including deputies, civil deputies, dispatchers and jailers.

EXCLUDED: Sheriff, Chief Deputy, custodian and all others excluded in Section 4 of the act.

ARTICLE 2 REPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event any Article is found unenforceable or contrary to applicable law, the parties shall meet to negotiate a replacement Article.

ARTICLE 3 EMPLOYER RIGHTS

Except as expressly abridged by a specific provisions of this Agreement, the Employer shall have, in addition to all powers, duties and rights established by law, the exclusive power, duty and right, including but not limited to: plan, direct and control the work of its Employees; discipline, suspend or discharge Employees for just cause; to develop and enforce rules for Employee discipline; to schedule working hours and require overtime work; determine Employee qualifications; schedule vacations; make inspections; relieve Employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit Employees; to change or eliminate existing methods, means, assignments and personal by which operations are to be conducted; to establish production standards; to establish, change and enforce work schedules; to abolish, create or change jobs and their duties; to determine the number and times of shifts; and to manage the operation in the traditional manners, is vested exclusively with the Employees. It is agreed that the enumeration

above shall not be deemed to exclude other areas not specifically enumerated, provided that the exercise of such areas shall not be in conflict with any provision of this Agreement.

ARTICLE 4 NO STRIKE - NO LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the Employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities as covered in Section 12 of the Act.

ARTICLE 5 NONDISCRIMINATION IN EMPLOYMENT

The Employer and Union agree to comply with any nondiscrimination in employment laws that are applicable.

There shall be no discrimination in employment by the Employer or the Union toward any Employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against any Employee because of an Employee's support or non-support, or participation or non-participation in Union affairs and/or activities.

All references to Employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 6 GRIEVANCE PROCEDURE AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. Any matter of dispute that may arise between the Employer and the Employee regarding the violation of an expressed provision of this Agreement shall be handled in accordance with the following procedure.

Step 1. Informal. An Employee shall discuss a complaint or problem with his/her supervisor within twenty-four (24) hours following its occurrence in an effort to resolve the problem in an informal manner.

Step 2. Within two (2) working days after the decision has been made in Step 1, or if no decision had been made within one (1) working day of the informal conference, the Employee shall then present the written grievance to the Sheriff. The sheriff shall respond in writing within ten (10) working days.

Step 3. If not resolved, the grievance may be submitted to arbitration within five (5) working days after the decision in Step 2, or if no decision has been made, said grievance may be submitted to arbitration by submitting written notice to the Sheriff and Board of Supervisors. Such notice shall specify the sections of the Agreement alleged to have been violated. The parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree, they will jointly request the Federal Mediation and Conciliation Service to submit to the parties a list of seven (7) arbitrators, from which list the parties shall select one(1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list, with the moving party striking first.

It is expressly agreed and understood that no employee or the Union shall have the right to compel the arbitration of a grievance without the consent of the other.

All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date on which the grievance was first presented in written form as provided in Step 2 of the grievance procedure. If a grievance is not presented within the time limits specified in the Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 2 is not timely answered by the Employer, it may automatically be referred to Step 3.

The fees and expenses of the arbitrator shall be shared by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision shall be final and binding on the parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement of the Union and Employer.

If the Employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the Employer shall not be required to process the same claim or set of facts through the grievance procedure.

ARTICLE 7 SENIORITY

Seniority means an employee's length of continuous service with the Employer since their last date of hire. Seniority shall be administered on a job classification basis.

All new Employees or promotional appointments shall serve a probationary period not to exceed twelve (12) months or until successful completion of the Law Enforcement Academy, whichever is longer. Any part-time Employee that is hired as a full-time

Employee in their respective classification will serve a six (6) month probationary period. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their date of employment. They any be terminated for any reason during the probationary period without recourse to the grievance procedure.

An Employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged for just cause.
- (c) Engaging in other work while on leave of absence or giving false reason for obtaining leave of absence.
- (d) Falsification of employment application.
- (e) An Employee absent from work for over twenty-four (24) hours without notice to the Employer.
- (f) Failure to report for work at the end of leave of absence.
- (g) Failure to report for work within two (2) days after being notified to return to work following layoff, when notice of recall is sent to Employee's last known address, according to Employer records.
- (h) An Employee is absent from work for any reason except on-the-job injury for over one (1) year or length of Employee's seniority, whichever is shorter.
- (i) Employee retires.

It is the Employee's responsibility to keep the Employer informed of their current address and phone number.

ARTICLE 8 HOURS OF WORK AND OVERTIME

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer. It is the intent of the Employer to continue the present schedule being used, for the duration of this agreement.

Overtime: Overtime shall be paid for at the rate of time and one-half (1 1/2) the Employee's straight time hourly rate as follows:

Deputies will receive overtime for hours worked in excess of nine hours (9) in one day or fifty-four (54) hours in a nine day period.

Dispatchers and Jailers will receive overtime for hours worked in excess of eight hours in one day or forty-eight (48) hours in a nine day period.

Overtime pay shall be in cash or compensatory time, at the discretion of the Employee, except when an Employee has already accumulated fifty-four (54) hours of compensatory time, in which case the Employer will choose which form of payment will be used, either compensatory time or cash. In order to utilize accumulated compensatory time, an Employee shall submit a request for compensatory time prior to the requested time off. The request shall be presented to the immediate supervisor.

The Employer may buy any compensatory time that an Employee has accumulated over twenty-seven (27) hours but not used on June 30th each year. If the Employer and Employee has accumulated over twenty-seven (27) hours but not used on June 30th of each year. If the Employer and Employee mutually agree, the employer may buy back all accumulated compensatory time an Employee has.

Court time. Employees subpoenaed in a criminal action shall be paid their straight time hourly rate for all hours worked during their normal scheduled work shift. All criminal court hours worked off their scheduled work shift shall be compensated in the same manner as overtime. Employees shall report actual court time worked off their normal scheduled work shift to the nearest quarter hour. Employees subpoenaed in civil action will not be compensated by the Employer for time spent under subpoena. (However, if any Employee is subpoenaed into civil court for a case arising directly from the Employee's duties as a Deputy Sheriff in Fremont County, the Employee will be paid a minimum of two (2) hours straight time pay. If the Employee is in court over two (2) hours, he/she will be compensated at his/her normal straight time hourly rate times the hours worked. The Employee will turn over all witness fees and travel expenses to the Employer.)

Call out/call back. Employees called to duty off their regular shift shall be paid in the same manner as overtime for a minimum of two hours.

There shall be no pyramiding of hours or rate of compensation for hours worked and overtime shall not be paid more than once for the same hours worked.

ARTICLE 9 LAYOFF AND RECALL

In the event the work force is to be reduced, the Employer agrees to provide affected Employees as much advance notice as is administratively practical. If skill, ability and qualifications being equal, the Employee with the least amount of seniority in that classification shall be laid off first, as long as there are no part-time Employees in that classification working. On recall from layoff, probationary employees have no recall rights.

Employees to be recalled after being laid off shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the Employee's record.

ARTICLE 10 LEAVES OF ABSENCE

Employees shall be eligible for leaves of absence after completing their probationary period.

Sick Leave. A regular full-time Employee who has completed one hundred twenty (120) days of continuous service will be credited with five (5) days of paid sick leave. Thereafter, sick leave will be earned at the rate of one and one-half (1 1/2) days per month and can accumulate up to the maximum of one hundred twenty (120) days.

Sick leave will be paid only when the Employee is unable to work due to personal illness or injury.

A regular full-time employee who has completed one hundred twenty (120) days of continuous service will be credited with eight (8) days for wellness bank for each year, commencing July 1, 2006. For each day of paid sick leave used by the employee, after the second such sick day or commencing on the third day, two days will be subtracted from his/her wellness bank days, provided, however, that no days will be subtracted for paid sick leave days used by the employee as a result of an on-the-job injury. Employees shall be paid for all remaining wellness bank days in the last pay period in June of each year.

Upon termination of employment (quitting, retiring, etc.) all eligible full-time employees shall be paid for one-third (1/3) of their accumulation up to a maximum of thirty (30) days.

Family Death. In the event of death a regular full-time Employee's spouse or child, said Employee shall be granted up to six (6) days leave of absence with pay for attendance at the funeral and other related functions. In the event of death of a regular full-time Employee's parent, parent-in-law, brother, sister, grandparent, grandchild, brother-in-law or sister-in-law, said Employee shall be granted up to three (3) days leave of absence with pay for attendance at the funeral and other related functions. A regular full-time employee will be granted up to one (1) day leave with pay to serve as a pallbearer (excludes honorary pallbearers) or to serve as floral bearer.

Unpaid Leave. A leave of absence without pay of six (6) months may be granted at the discretion of the Sheriff.

ARTICLE 11 HOLIDAYS

Regular full-time and probationary Employees, except seasonal, temporary, and part-

time Employees, are eligible for the following holidays: New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve Day, and Christmas Day.

The regular full-time Employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. Holiday pay will be at the Employee's normal pay for the day of the week for which he/she would have been scheduled to work.

An Employee working a holiday that is a regularly scheduled day will receive, in addition to their regular pay, one half (1/2) times their regular rate of pay for all hours worked and one (1) day compensatory time.

Compensatory time will be granted at the discretion of the Sheriff or his designee.

An Employee on layoff or leave of absence is not eligible for holiday pay.

Any part-time Employee that works six hundred twenty four hours (624) hours in a six (6) month period will receive one and one-half (1 1/2) times their hourly rate for all hours worked on a holiday, in that six (6) month period.

ARTICLE 12 VACATION

Regular full-time Employees who have completed one (1) full year of service will be eligible for six (6) working days vacation.

After: 2 full years, 12 working days
3 full years, 12 working days
5 full years, 12 working days
7 full years, 13 working days
9 full years, 14 working days
10 full years, 18 working days
18 full years, 20 working days
20 full years, 24 working days
25 full years, 25 working days

If the schedule of vacations becomes a problem, Employees may carry over their unused vacation days for thirty (30) days into the new year. If at that time the Employer and Employee are unable to come to a mutually agreeable time that the Employee will take their vacation, the Employer will schedule the Employee's vacation.

If a recognized paid holiday falls during an Employee's vacation, he/she shall receive an additional day's paid vacation.

The scheduling of vacation leave is dependent upon the judgment and discretion of the Sheriff. The sheriff may require the rescheduling of vacation leave when, in his judgment, it is necessary for the efficient operation of the department.

Vacation pay will be at the Employee's normal pay for the day or week for which he/she would have been regularly scheduled to work.

An Employee shall submit a request for vacation prior to the requested time off. The request shall be presented to the immediate supervisor.

During the first anniversary year of employment, an Employee is not eligible to earn pro-rated vacation time and pay. During subsequent anniversary employment years, a regular full-time Employee can earn pro-rated vacation time and pay based upon straight time hours worked.

A part-time Employee who has worked six hundred twenty four (624) hours in the six (6) month periods of January through June, or July through December, will receive pro-rated paid vacation based on the number of hours worked and according to the schedule in this Article.

Absence due to sickness, injury or disability in excess of that authorized for such purpose, may, at the written request of the Employee, be charged against vacation allowance.

In the event of the death or retirement of an Employee, the amount of wages due shall include all unused vacation allowances. In the event of the resignation of an Employee, unused vacation allowances can be included in the amount of wages due. For the purpose of this Section, death of an Employee shall be considered a termination of Employment, which shall require payment of such vacation allowances as might be payable for any other termination. If said termination of Employment shall be by reason of the death of the Employee, such vacation allowance shall be paid to the estate of the deceased Employee, if such estate shall be opened for probate. If no estate be opened, the allowance shall be paid to the surviving spouse, if any, or the legal heirs if no spouse survives.

Employees shall be paid at the Employee's current hourly rate, or any other applicable additions to the Employee's hourly rate.

ARTICLE 13 DUES CHECKOFF INDEMNIFICATION

Upon receipt of a lawfully executed, written authorization from an Employee which may be revoked in writing at any time, in accordance with state law, the Employer agrees to deduct the regular monthly Union dues of such Employee from his/her pay and remit such deduction by the fifteenth (15) day of succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 14
CLOTHING ALLOWANCE

The Employer will provide uniforms for all regular full-time and part-time Employees. The style and type of uniform will be determined by the Sheriff.

Each eligible Employee shall be allowed up to one thousand dollars (1,000.00) each fiscal year for Deputies and six hundred dollars (600.00) for all others to be used for a clothing and cleaning allowance. All cleaning bills will be sent to the Sheriff until the maximum allowance is used.

ARTICLE 15
EYEGLASSES

Each contract year the Employer will pay the cost for an eye examination. The Employer shall pay the cost of prescription non-shattering eyeglasses or contacts every two (2) years. The eye examination and corrective lens benefit amounts will not exceed three hundred fifty dollars (350.00) every two years. In order to be eligible for this benefit, an employee must have completed one (1) year of employment.

ARTICLE 16
WAGES

<u>Dispatchers</u>	<u>July 1, 2006</u>	<u>July 1, 2007</u>	<u>January 1, 2008</u>
First year	\$10.53 -20,502	\$10.74 - 20,911	\$10.95 - 21,320
Second year	\$11.64 - 22,663	\$11.87 - 23,111	\$12.11 - 23,578
Third year	\$12.72 - 24,766	\$12.97 - 25,253	\$13.23 - 25,759

<u>Jailers</u>	<u>July 1, 2005</u>		
First year	\$10.53 -20,502	\$10.74 - 20,911	\$10.95 - 21,320
Second year	\$11.64 - 22,663	\$11.87 - 23,111	\$12.11 - 23,578
Third year	\$12.72 - 24,766	\$12.97 - 25,253	\$13.23 - 25,759

Chief Jailer and Terminal Agency Coordinator (TAC) will receive an additional \$.30 differential.

Part-time Dispatchers and Jailers

Start	\$10.15	\$10.35	\$10.56
After 6 months	\$10.70	\$10.91	\$11.13
After 1 year	\$11.27	\$11.50	\$11.73

Deputies

Start w/o ILEA	\$15.54 - 34,033	\$15.85 - 34,712	\$16.17 - 35,412
Start ILEA	\$16.15 - 35,369	\$16.47 - 36,069	\$16.80 - 36,792
After 1 year	\$16.33 - 35,763	\$16.66 - 36,485	\$16.99 - 37,208

Shift Differential

A 20 cent shift differential will be paid for the afternoon and evening shifts.

Canine Handler

The Deputy assigned as Canine Handler will be eligible for \$175.00 per month for the care and maintenance of the canine.

Longevity

Full-time Employees covered by this agreement will be granted longevity pay in accordance with the following schedule:

After 5 years ----- .05 per hour
After 10 years ----- .10 per hour
After 15 years ----- .15 per hour
After 20 years ----- .20 per hour
Add .05 per hour for every five (5) years thereafter

Longevity pay is adjusted at the beginning of the month following an Employee's anniversary date and will be included in their hourly rate when figuring any overtime.

ARTICLE 17 INSURANCE

The Employer agrees to pay the single premium for each eligible regular full-time Employee for Health and Major Medical and Single Dental group program. Should any eligible regular full-time Employee elect family coverage, the Employer will continue to pay the amount of the single premium as well as 50% of the difference between the single and family premiums. The Employee shall be responsible for the remaining 50% of the difference.

The insurance program referred to in this agreement shall be subject to all terms and conditions of the contract with the insurance carrier(s).

The Employer retains the right to select the insurance carrier or to self-insure (subject to Iowa Code of regulations); however, the benefits level shall remain substantially the same or better than the present benefits levels.

Sharing of medical expenses will be as follows. Reimbursement will be based on when expenses are actually incurred (date service was received).

Effective July 1, 2006

Single The Employer shall pay up to three hundred dollars (\$300) of medical expenses after the employee has paid four hundred fifty dollars (\$450) of medical expenses.

Family The Employer shall pay up to six hundred dollars (\$600) of medical expenses after the employee has paid nine hundred dollars (\$900) of medical expenses.

Effective July 1, 2007

Single The Employer shall pay up to two hundred fifty dollars (\$250) of medical expenses after the employee has paid five hundred dollars (\$500) of medical expenses.

Family The Employer shall pay up to five hundred dollars (\$500) of medical expenses after the employee has paid one thousand dollars (\$1000) of medical expenses.

ARTICLE 18
DURATION OF AGREEMENT

THIS AGREEMENT shall be effective from July 1, 2006, and shall continue to remain in full force and effect until its expiration of June 30, 2008. Should either party desire to modify, amend or terminate this agreement, written notice must be served on the other party by September 15, 2007.

FREMONT COUNTY, IOWA
BOARD OF SUPERVISORS

TEAMSTERS LOCAL UNION NO. 238

BY John E. Wehipe
Chairperson, County
Board of Supervisors

BY Gary Rankin

BY Stuart H. Bernhardt
Fremont County Sheriff

BY Michael Stangor

BY [Signature]

Acknowledged by :

BY Renee Von Bokern
Employer Representative